



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

June 10, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: ARTESIA BOULEVARD OVER
LOS ANGELES RIVER
LOS ANGELES RIVER - PARCELS 91, 91A, 2053, P-2332, AND 92EX
GRANT OF EASEMENT AND QUITCLAIM OF EASEMENT
ARTESIA BOULEVARD - PARCELS 13-2RE, 13-3RE, 13-4RE, 13-5RE, AND 13-3T
APPROVAL OF ACQUISITION AND PURCHASE OF RIGHT OF WAY
CITY OF LONG BEACH
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action will allow the County of Los Angeles to acquire and Los Angeles County Flood Control District to grant an easement for public road and highway purposes for the Artesia Boulevard over Los Angeles River bridge seismic retrofit project. This action will also allow the Los Angeles County Flood Control District to quitclaim an easement to the underlying fee owners.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the acquisition of an easement for public road and highway purposes in Artesia Boulevard, Parcels 13-2RE, 13-3RE, and 13-3T from Robert R. Kirkpatrick, as Trustee of the Raymond J. Kirkpatrick Trust, the Eleanor E. Kirkpatrick Trust, the Raymond J. Kirkpatrick Trust II, the Eleanor E. Kirkpatrick Trust II, the Raymond J. Kirkpatrick Trust IV, the Eleanor E. Kirkpatrick Trust IV, the Raymond J. Kirkpatrick Trust VIII, and Trust created under the Will of Eleanor E. Kirkpatrick, deceased, for an amount not to exceed \$110,000.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Approve the acquisition of an easement for public road and highway purposes in Artesia Boulevard, Parcels 13-4RE and 13-5RE, from the Los Angeles County Flood Control District for \$32,900.
3. Delegate authority to the Acting Director or his designee to enter into a financial agreement with the City of Long Beach for reimbursement of the right of way acquisition costs.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find the proposed quitclaim of easement is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that the proposed grant of easement for public road and highway purposes and the subsequent use of said easement will not interfere with the use of the Los Angeles River for any purposes of the Los Angeles County Flood Control District.
3. Approve the grant of easement for public road and highway purposes from the Los Angeles County Flood Control District to the County of Los Angeles in, on, over, and across Los Angeles River, Parcels 91, 91A, 2053, and P-2332 for \$32,900.
4. Find the easement for the construction, reconstruction, inspection, maintenance and repair of protection works for the purposes of confining the waters in Los Angeles River, Parcel 92EX, to no longer be required for the purposes of the Los Angeles County Flood Control District.
5. Approve the quitclaim of easement in the Los Angeles River, Parcel 92EX, to the underlying fee owners, Robert R. Kirkpatrick, as Trustee of the Raymond J. Kirkpatrick Trust, the Eleanor E. Kirkpatrick Trust, the Raymond J. Kirkpatrick Trust II, the Eleanor E. Kirkpatrick Trust II, the Raymond J. Kirkpatrick Trust IV, the Eleanor E. Kirkpatrick Trust IV, the Raymond J. Kirkpatrick Trust VIII, and Trust created under the Will of Eleanor E. Kirkpatrick, deceased, for \$2,500.
6. Instruct the Chair of your Board to sign the Easement and Quitclaim of Easement documents and authorize delivery to the grantees.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the County of Los Angeles (County) to purchase and the Los Angeles County Flood Control District (LACFCD) to grant the necessary easements to operate and maintain the existing road improvements for Artesia Boulevard and enable the County to proceed with the Artesia Boulevard bridge seismic retrofit project. This action will also allow the LACFCD to quitclaim its easement for the construction, reconstruction, inspection, maintenance, and repair of protection works for the purposes of confining the waters of the Los Angeles River, Parcel 92EX, to Robert R. Kirkpatrick, as Trustee of the Raymond J. Kirkpatrick Trust, the Eleanor E. Kirkpatrick Trust, the Raymond J. Kirkpatrick Trust II, the Eleanor E. Kirkpatrick Trust II, the Raymond J. Kirkpatrick Trust IV, the Eleanor E. Kirkpatrick Trust IV, the Raymond J. Kirkpatrick Trust VIII, and Trust created under the Will of Eleanor E. Kirkpatrick, deceased (Kirkpatrick Trusts).

We are also requesting to quitclaim a LACFCD easement to the Kirkpatrick Trusts. The Kirkpatrick Trusts are the underlying fee owners of a portion of the Los Angeles River, Parcel 92EX. The Kirkpatrick Trusts discovered they were encroaching upon the LACFCD easement, and requested the easement be quitclaimed back to them as a part of this transaction. Parcel 92EX lies outside of the required right of way to operate and maintain the channel, and is available for quitclaim.

This action will also delegate authority to the Acting Director to sign a financial agreement with the City of Long Beach to reimburse the County for the right of way acquisition costs.

Implementation of Strategic Plan Goals

The County Strategic Plan directs that we provide Fiscal Responsibility (Goal 4) and Community Services (Goal 6). The revenue received by the LACFCD will be used for flood control purposes and the bridge seismic retrofit project will improve highway infrastructure thereby improving the quality of life of the residents of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total proposed purchase price by the County, on behalf of the City of Long Beach, shall not exceed \$142,900. The City of Long Beach is to reimburse the County for the cost to acquire this right of way under the terms of a financial agreement similar to the

attached draft. Funds for the acquisition are available in the Fiscal Year 2007-2008 Road Fund Budget.

The proposed selling price of \$2,500 from the LACFCD to the Kirkpatrick Trusts represents the LACFCD's minimum sales price and will be deposited into the Flood Control District Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The parcel to be quitclaimed is located in, on, over, and across the Los Angeles River, on the south side of Artesia Boulevard, west of Atlantic Avenue, in the City of Long Beach.

On October 15, 2002, the County obtained jurisdiction from the City of Long Beach to seismically retrofit the Artesia Boulevard Bridge over Los Angeles River. The easement is required in connection with the bridge retrofit project. After completion of the work, jurisdiction will be relinquished back to the City and all rights, title, and interest acquired by the County will pass to the City.

The proposed quitclaim of easement is authorized by Section 2, Paragraph 13 of the Los Angeles County Flood Control Act. This Section provides as follows: "Said Los Angeles County Flood Control District is hereby declared to be a body corporate and politic, and as such shall have power:...13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of said board of supervisors said property, or any interest therein or part thereof, is no longer required for the purposes of said district..."

The proposed grant of easement is authorized by Section 2, Paragraph 10 of the Los Angeles County Flood Control Act. This section provides as follows: "10. To grant or otherwise convey to counties, cities and counties, cities or towns easements for street and highway purposes, over, along, upon, in, through, across or under any real property owned by said Los Angeles County Flood Control District."

The granting of the easement will not hinder the use of the channel for possible transportation, utility, or recreational corridors. The Easement reserves paramount rights for LACFCD's purposes.

The Easement and Quitclaim of Easement have been approved by County Counsel and will be recorded.

Acquisitions in excess of \$25,000 require your Board's approval.

ENVIRONMENTAL DOCUMENTATION

On July 9, 2002, Synopsis 28, your Board found the project to acquire right of way and seismically retrofit the bridge on Artesia Boulevard over the Los Angeles River to be statutorily exempt from the provisions of the California Environmental Quality Act (CEQA).

The proposed quitclaim of easement is categorically exempt from the provisions of the CEQA pursuant to Section 15312 of the CEQA Guidelines and Class 12 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. This exemption provides for the sale of surplus government properties.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides sufficient right of way to carry out the Artesia Boulevard bridge seismic retrofit project by allowing the joint use of Flood Control District right of way without interfering with the primary mission of the LACFCD.

CONCLUSION

Please return one adopted copy of this letter and the executed original Easement and Quitclaim of Easement documents to the Department of Public Works, Mapping & Property Management Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
PAP:mr

Attachments (3)

cc: Auditor-Controller (Accounting Division - Asset Management)
County Counsel

DUPLICATE

MAIL THIS DOCUMENT AND
TAX STATEMENT TO:

Robert R. Kirkpatrick
444 West Ocean Boulevard
Suite 1616
Long Beach, CA 90802

Document transfer tax is \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Space Above This Line Reserved for Recorder's Use

Assessor's Identification Number:
7115-027-002 (Portion)

By _____

QUITCLAIM OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, does hereby remise, release, and forever quitclaim to ROBERT R. KIRKPATRICK, as Trustee of the Raymond J. Kirkpatrick Trust, dated December 27, 1962, and as Trustee of the following trusts:

the Eleanor E. Kirkpatrick Trust dated December 27, 1962,
the Raymond J. Kirkpatrick Trust II dated January 2, 1964,
the Eleanor E. Kirkpatrick Trust II dated January 2, 1964,
the Raymond J. Kirkpatrick Trust IV dated December 28, 1966,
the Eleanor E. Kirkpatrick Trust IV dated December 28, 1966,
the Raymond J. Kirkpatrick Trust VIII dated June 17, 1990, and
the Trust created under the Will of Eleanor E. Kirkpatrick, deceased,

all its right, title, and interest in and to all that real property in the City of Long Beach, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

Dated JUN 10 2008



LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____

Yvonne B. Bunte
Chair, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

Attest:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____

[Signature]
44 of JUN 10 2008

LOS ANGELES RIVER 92EX
19-RW 49.1
S.D. 4 M0821009

KR::bw

P:CONF:KR-QCDLARIVERE92EX 51208

NOTE: Acknowledgment form on reverse side.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this 10th day of JUNE, 2008, the facsimile signature of YVONNE B. BURKE, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____

Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By _____

Deputy

APPROVED as to title and execution,

_____, 20____.

DEPARTMENT OF PUBLIC WORKS
Mapping & Property Management Division

Supervising Title Examiner

By _____

EXHIBIT A

LOS ANGELES RIVER 92EX
19-RW 49.1
A.P.N. 7115-027-002 (Portion)
T.G. 735(D7)
I.M. 054-217
S.D. 4
M0821009

LEGAL DESCRIPTION

PARCEL NO. 92EX (Quitclaim of a portion of easement):

That portion of that certain parcel of land in Lot 3, Hellman Tract, as shown on map recorded in Book 2, pages 524 and 525, of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described in deed to LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, recorded in Book 5623, page 230, of Official Records, in the office of said Registrar-Recorder/County Clerk, within the following described boundaries:

Beginning at the intersection of the southerly line of Artesia Avenue, now known as Artesia Boulevard, 50.00 feet wide, as shown on map filed in Book 18, page 27, of Record of Surveys, in the office of said Registrar-Recorder/County Clerk, and the westerly line of that certain 15-foot-wide strip of land described in deed to County Sanitation District No. 2 of Los Angeles County, recorded in Book D254, page 460, of said Official Records, said intersection also being a point on a non-tangent curve concave to the northwest and having a radius of 992.50 feet, a radial of said curve to said point bears South 79°38'47" East; thence southwesterly along said curve through a central angle of 14°37'21", an arc distance of 253.30 feet; thence tangent to said curve South 24°58'34" West 207.72 feet; thence North 16°31'46" East 346.50 feet; thence North 20°32'46" East 103.33 feet to said southerly line; thence North 89°54'00" East along said southerly line, a distance of 29.51 feet to the point of beginning.

Containing: 12,279 ± square feet

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.

APPROVED AS TO DESCRIPTION

COUNTY OF LOS ANGELES

By _____
SUPERVISING CADASTRAL ENGINEER III
Mapping and Property Management Division

DUPLICATE

RECORDING REQUESTED BY
AND MAIL TO:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
P.O. BOX 1460
Alhambra, CA 91802-1460
Attention Mapping & Property
Management Division
Title & Escrow Section

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT
TO SECTION 11922 OF THE REVENUE & TAXATION CODE.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION
27383 OF THE GOVERNMENT CODE.

Assessor's Identification Numbers:
7115-001-902 (Portion)
7115-027-901 (Portion)

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), does hereby grant to the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY), an easement for highway and bridge purposes in, on, over, and across the real property in the City of Long Beach, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservation and conditions, which COUNTY by the acceptance of this Easement and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. DISTRICT reserves the paramount right to use said land for flood control purposes.
2. COUNTY agrees that it will not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the herein-described land until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved in writing by the Chief Engineer of the Los Angeles County Flood Control District. Such approval by DISTRICT shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. DISTRICT does not accept ownership or responsibility for the improvements.

File with: LOS ANGELES RIVER 91
Affects: Parcels 91A, 2053, and P-2332
Also affects: ARTESIA BOULEVARD
Parcels 13-4RE and 13-5RE
19-RW 48.4 and 19-RW 49.1
S.D. 4 X2416413

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By Carol Suzuki
Deputy

APPROVED as to title and execution, _____, 20____.
DEPARTMENT OF PUBLIC WORKS Mapping & Property Management Division
Supervising Title Examiner
By _____

CERTIFICATE OF ACCEPTANCE
This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Ordinance No. 95-0052, duly and regularly adopted by the Board of Supervisors of the County of Los Angeles on the 26th day of September 1995, and the grantee consents to the recordation thereof by its duly authorized officer.
Dated _____
By _____ ASSISTANT DEPUTY DIRECTOR Mapping & Property Management Division

3. COUNTY agrees that it shall indemnify and save harmless the DISTRICT, its officers, agents, and/or employees, from any and all liability, loss, or damage to which DISTRICT, its officers, agents, and employees may be subjected as the result of any act or omission by COUNTY, its officers, agents, or employees, arising out of the exercise by COUNTY, its officers, agents, or employees of any of the rights granted to it by this instrument.
4. It is expressly understood that DISTRICT will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement.
5. The provisions and agreements contained in this Easement shall be binding upon COUNTY, its successors, and assigns.

To the extent any lawful assessment be levied pertaining to the area to which this easement applies and to the extent that the assessment is based on the structures and improvements being constructed under the authority of this easement and provided further that the assessment be levied following COUNTY's exercise of these easement rights to construct such structures and improvements, COUNTY agrees to pay on behalf of DISTRICT that part of any such assessment levied against DISTRICT which is based on the value contributed to that area by COUNTY's said improvements.

Dated JUN 10 2008



LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By *George B. Barte*

Chair, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By *[Signature]*
Deputy

KR:bw
P:CONF:KR-LARIVER91 82207

File with: **LOS ANGELES RIVER** 91

Affects: Parcel Nos. 91A,2053 and
P-2332

Also Affects: **ARTESIA BOULEVARD**
Parcel Nos. 13-4RE & 13-5RE
19-RW 48.4 and 19-RW 49.1
A.P.N. 7115-001-902(por.)
7115-027-901(por.)
T.G. 735(D7)
I.M. 054-217
Fourth District
X2410081

LEGAL DESCRIPTION

(Grant of easement for highway and bridge purposes)

Part A (Artesia Boulevard - Parcel No. 13-4RE/affects LACFCD Parcel Nos. 91 and 91A):

That portion of the 110.12 acre parcel of land in the Rancho San Pedro shown as "Maddox" on a map of the Hellman Tract, recorded in Book 2, page 524 and 525, of Miscellaneous Records, in the office of the Recorder of the County of Los Angeles, within the following described boundaries:

Beginning at the intersection of the easterly line of that certain strip of land, 800 feet wide, described in deed to Los Angeles County Flood Control District, recorded in Book 659, page 106, of Official Records, in the office of said recorder and the northerly line of Artesia Boulevard, 50 feet wide, as described in deed to the County of Los Angeles, recorded in Book 1501, page 76, of Deeds, in the office of said recorder; thence North 10° 21' 16" East along said easterly line, a distance of 20.35 feet to a line parallel with and 20.00 feet northerly, measured at right angles, from said northerly line; thence South 89° 43' 33" West, along said parallel line, a distance of 91.85 feet; thence North 9° 20' 20" East 8.11 feet to a line parallel with and 28.00 feet northerly, measured at right angles, from said northerly line; thence South 89° 43' 33" West, along said last mentioned parallel line, a distance of 10.14 feet to a line parallel with and 10.00 feet westerly, measured at right angles, from said course described as having a bearing and length of North 9° 20' 20" East 8.11 feet; thence South 9° 20' 20" West along said last mentioned parallel line, a distance of 8.11 feet to first mentioned parallel line; thence South 89° 43' 33" West along said first mentioned parallel line, a distance of 677.38 feet to the westerly line of that certain parcel of land described in deed to LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, recorded on January 26, 1987, as Document No. 87-107473, of said Official Records; thence southerly along said westerly line, a distance of 20.35 feet to said northerly line; thence North 89° 43' 33" East along said northerly line, a distance of 779.37 feet to the point of beginning.

Containing: 15,669± square feet

To be known as **ARTESIA BOULEVARD**.

Part B (Artesia Boulevard - Parcel No. 13-5RE/affects LACFCD Parcel Nos. 2053 and P-2332):

That portion of Lot III of above mentioned Hellman Tract, within the following described boundaries:

Beginning at the intersection of the southerly line of above mentioned Artesia Boulevard with the easterly line of that certain parcel of land described as Parcel No. P-2332 in deeds to above mentioned district, both recorded on December 1, 1998, as Document No. 98-2185649 and 98-2185650, respectively, both of above mentioned Official Records; thence westerly along said southerly line to the westerly line of that certain parcel of land described in Tax Deed to said district, recorded on September 23, 1964, as Document No. 3170, in Book D2637, page 843, of said Official Records; thence southerly along said last mentioned westerly line to a line parallel with and 20 feet southerly, measured at right angles, from said southerly line; thence easterly along said parallel line to said last mentioned easterly line; thence northerly along said last mentioned easterly line to the point of beginning.

Containing: 7,599± square feet

To be known as ARTESIA BOULEVARD.

C:\MyFiles\legal\MPM0241101.RWE.FLEG.wpd
jbm(11-25-03)

EXHIBIT A

sample

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LONG BEACH, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Artesia Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, COUNTY adopted on July 9, 2002, a resolution declaring the portion of Artesia Boulevard over the Los Angeles River in CITY to be part of the COUNTY System of Highways, and CITY adopted on October 15, 2002, Resolution No. C-28101 consenting to the establishment of the portion of Artesia Boulevard over the Los Angeles River as part of the COUNTY System of Highways.

WHEREAS, COUNTY propose to acquire easements for public road and highway purposes for Artesia Boulevard Bridge over the Los Angeles River (which work is hereinafter referred to as EASEMENT); and

WHEREAS, EASEMENT is entirely within the geographical boundary of CITY; and

WHEREAS, EASEMENT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform, or cause to be performed, right-of-way acquisition and clearance matters; and

WHEREAS, COST OF EASEMENT (as defined below) is currently estimated to be Three Hundred Twenty-five Thousand and 00/100 Dollars (\$350,000.00); and

WHEREAS, CITY agrees to finance 100 percent of COST OF EASEMENT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1803 of the California Streets and Highways Code; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of each government entity mentioned in this AGREEMENT.
- b. COST OF EASEMENT as referred to in this AGREEMENT shall include the cost of purchase right of way, clearance matters, investigating and preparing search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquiring any parcels of land and easements, including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation; expenses and all other work necessary to acquire right of way; and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

(2) CITY AGREES:

- a. To finance COST OF EASEMENT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance COST OF EASEMENT, currently estimated to be Three Hundred Twenty-five Thousand and 00/100 Dollars (\$325,000.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations to complete EASEMENT.

(3) COUNTY AGREES:

- a. To be responsible for all right-of-way acquisition activities and clearance matters for property affected by EASEMENT.
- b. To furnish CITY, within one hundred twenty (120) calendar days after completion of all activities related to acquisition of EASEMENT, a final accounting of the actual total COST OF EASEMENT, including an itemization of actual unit costs and actual quantities all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other

administrative and overhead costs required for COUNTY'S performance as specified in paragraphs (3) a., above.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the COST OF EASEMENT shall include an itemization of unit costs, actual quantities and costs.
- b. If at final accounting COST OF EASEMENT exceeds CITY'S deposit as set forth in paragraph (2) b., CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY and delivered to CITY. Conversely, if at final accounting the COST OF EASEMENT is less than CITY'S deposit as set forth in paragraph (2) b., COUNTY shall refund the difference to CITY within thirty days of the date COUNTY furnishes CITY with the final accounting.
- c. That if CITY'S final payment, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of delivery to CITY of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- d. That if CITY'S final payment, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- e. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY Department of Public Works within sixty (60) calendar days after the date of delivery to CITY of said invoice. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report.
- f. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates or designees.

- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Michael Conway
Director of Public Works
City of Long Beach
333 West Ocean Boulevard
Long Beach, CA 90802

COUNTY: Mr. Dean D. Efstathiou
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- h. Neither COUNTY nor any officer or employee of COUNTY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Notwithstanding the foregoing, CITY shall not be obligated to indemnify or hold COUNTY harmless in connection with the COUNTY'S own active negligence or willful misconduct.
- i. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. Notwithstanding the foregoing, COUNTY shall not be obligated to indemnify or hold CITY harmless in connection with the CITY'S own active negligence or willful misconduct.

- j. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32067, between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LONG BEACH on _____, 2008, and by the COUNTY OF LOS ANGELES on _____, 2008

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
DEPUTY

CITY OF LONG BEACH

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

APPROVED AS TO FORM:

By _____
CITY ATTORNEY